



Environmental Restoration, LLC
ERRS Region 3

Job: 3-S467 Hazardous Soil

Due: September 18, 2019 10AM Eastern Time

Request for Quotation

RFQ#: 3-S467-TDHS

Site Name: Shiloh Church Road Site

T.O.#: 0467

Location: Nathalie, VA

Job #: 3-S467

Attachments: ☒ Yes ☐ No

Date: 9/9/19

Statement of Work

1.0 Scope of Work

Environmental Restoration, LLC (ER) is the Emergency and Rapid Response Service Contractor (ERRS) for EPA Region 3 under Contract Number EP-S3-17-03. Environmental Restoration LLC (ER) has been tasked under Task Order Number 0467 to procure the transportation and disposal of approximately 0-1,500 tons of D006 and D008 Contaminated Soil from the Shiloh Church Road Site located in Nathalie, VA.

Process: Remediation within portions of a former scrap yard site containing lead and cadmium impacted soil. Source of the lead and cadmium and PCB's <50 ppm is from an unknown source. For further information please see the EPA website (epa.osc.org).

Manifesting Information:

Generator Mailing Address:

US EPA Region 3/ Shiloh Church Road Site
1650 Arch St
Philadelphia, PA 19103
Attn: Christine Wagner

Phone for Generator: 804-337-3049
24 Hour Emergency Phone:

Site Address:

US EPA Region 3/ Shiloh Church Road Site
Non responsive based on revised scope
Nathalie, Virginia 24577
Attn: Christine Wagner

EPA ID#: VAR000535229

County: Halifax

1.1 Definitions

Site – Shiloh Church Road Site, located at the intersection of LP Bailey Memorial Highway and Shiloh Church Road, Nathalie, Halifax County, Virginia 24577

Client: USEPA Region 3

Prime Contractor: Environmental Restoration, LLC (ER)

Subcontractor: Successful bidder who will perform the scope of work as defined and required by this RFQ and attachments.



Request for Quotation

Tiered Subcontractor: Any Subcontractor that has been hired by the Subcontractor or another Subcontractor to help perform the scope of work required. Lien Waivers are required with any invoice where the Tiered Subcontractor was used as part of that invoicing.

ERRS - Emergency and Rapid Response Service Contract

Landfill – Subtitle C Disposal Facility

TSDF – Treatment, Storage and Disposal Facility

CERCLA –Comprehensive Environmental Response, Compensation and Liability Act

1.1 Safety

The subcontractor's personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations. The subcontractor shall ensure that its employees perform the work in a safe manner. On-site subcontractor personnel, if necessary, shall meet the requirements of 29 CFR1910.120. All equipment utilized shall be provided with all appropriate safety features in good working condition.

1.2 Work Hours

All on-site work shall occur between the hours of 7:30 AM and 5:00 PM Monday through Friday. However, loading of this material is anticipated to occur between the hours of 8:00AM and 3:30PM. Weekend Work is at the discretion of the ER Response Manager.

Period of Performance: September 23 – December 31, 2019

1.3 Transportation

Transportation and Disposal of the waste materials will be executed by the subcontractor. Transporters shall have all required EPA and State, identification numbers to transport the materials. The transporter must show proof on demand of all proper licenses and insurance coverage's. Transporter shall submit a copy of his insurance certificate with the attached bid pricing. ER will load the truck per the subcontractor/drivers specification to maximize load quantities.

The D008/D006 Soil & Debris must be transported in lined dump trailers. The trucks will be scheduled per the onsite Response Manager.

1.3.1 Project Specific Requirements

Environmental Restoration LLC (ER) shall require the subcontractor to provide the following;

- Provide 1 liner for each load. The awarded vendor is responsible for lining each truck.
- The transporter will be responsible for the truck placards.
- The trucks will be scheduled by the onsite Response Manager. Transporter shall be required to tarp every load prior to transporting waste off-site. Tarps for the contaminated debris will be constructed of a non-permeable material and should securely cover the entire load to ensure a leak proof seal of the load in the truck bed.

1.4 Disposal



Request for Quotation

The subcontractor is required to indicate the minimum and maximum number of trucks that can be provided, or tonnage that can be shipped per day.

The minimum requirements for any TSDF utilized shall include current approved CERCLA status and shall be in good standing with any governing regulatory agency. The CERCLA off site approval must be in place prior to commencing work. The subcontractor shall provide the name the TSDF's proposed for usage under this RFQ prior to commencing any work. Subcontractor cannot change the location identified without prior written approval from ER.

The waste will be managed as: NA3077, Hazardous Waste, Solid, NOS, (Lead, Cadmium), 9, PGIII (D008, D006), RQ

Code to Carry: D008, D006

RQ: D008, D006

The subcontractor shall provide written documentation needed to complete the CERCLA Off-Site Disposal Report. This information includes but not limited too; date of waste acceptance and final disposal, final disposal methods, location of TSDF, cell location and type of liner in cell. This information along with the manifest/bill of lading shall be submitted to the ER Response Manager within 10 days of disposal, and submittal of this information shall accompany an invoice for services. Invoices will not be processed for payment until all above mentioned documents are received by the Response Manager. Certificates of Disposal from the final disposal destination must be submitted to the Response Manager no later than no later than 30 days following placement in TSDF.

1.4.1 Preparing of profiles/manifests/bill of ladings

The disposal firm shall provide to ER completed profile(s), and a fully completed, preprinted manifest(s) as required.

1.4.2 Analytical Data (Attachment C)

Analysis has been run for this waste stream. Please see Attachment C. Sample ID: Area 02.
Please indicate if additional analytical is required for facility approval in Attachment A.

2.0 Terms and Conditions

The Attachment B to this RFQ is an ER purchase order with standard terms and conditions, and government required reps and certs. These flow down clauses will be required to be executed prior to commencing any on-site work by subcontractor. This RFQ and reps and certs shall be incorporated into the Terms are NET 60 days. We are NOT Tax Exempt. Invoice issues and corrections must be settled within 60 days of the service date. ER is not responsible for outstanding invoice balances not finalized within that time frame. ER is not responsible for invoices presented after 60 days of the service date unless written approval is given by ER. Lien Waivers: Will be required from all subcontractors utilizing Tiered Subcontractors to perform their work to complete the SOW.

Pricing is required to be effective until December 31, 2019.

Off-Specification of Waste Stream(s)

If a waste stream is discovered upon delivery to the TSDF to be off-specification [non-conforming], ER must be notified within 24 hours of the waste stream arriving at the designated TSDF. This notification must include the following;

- copy of the representative analysis used to determine the off-spec
- photos of the waste stream being sampled
- a formal off specification [non-conforming] form indicating the original price quoted and the new proposed price per unit

Off specification costs will be reviewed by the ER Response Manager or his designate, to determine if additional costs will be allowed for the associated off-spec material. If this requirement is not met, off spec charges will not



be allowed.

Subcontractor and Tiered Subcontractors Insurance Requirements

Subcontractor agrees to provide and maintain at its own expense, insurance covering the work and all liabilities assumed under the agreement and to furnish certificates of insurance from its insurance carrier, showing that subcontractor carries insurance in the following minimum limits:

(a) Required insurance for all scopes of work:

- (i) Worker's Compensation, including coverage under United States Longshoremen's and Harbor Worker's Act where applicable, at the statutory limits for the state or states in which the Work is to be performed. Employer's Liability Insurance in the amount of \$1,000,000.
- (ii) Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage, including product liability, completed operations, independent contractors, contractual liability and, where applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.
- (iii) Automobile Public Liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including owned, rented and hired automobiles.

(b) Required insurance for specialized scope(s) of work:

- (i) Should any of the work involve **investigation, removal or remedial** action concerning the actual or threatened escape of hazardous substances, subcontractor shall also carry Contractors Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall be written on an occurrence basis with no sunset clause and provide coverage for both sudden and gradual occurrences arising from the work performed under this agreement. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than three (3) years. Such insurance shall name ER and ER's client, specified in each Purchase Order, and their subsidiaries and affiliates as Additional Insureds.

All such policies shall be in form and with insurance carriers acceptable to ER. Subcontractor will cause ER and ER's client to be designated as additional insured on all policies, except for Professional Liability, stating coverage is primary and non-contributory with any other insurance or self-insurance available to any additional insured and shall include a waiver of subrogation in favor of ER and ER's client. Subcontractor must provide ER with thirty (30) days prior written notice of cancellation or material change before cancellation or material change in the policy will be effective. The requirements contained herein as to types and limits, as well as ER's approval of insurance do not establish a limit of subcontractor's liability hereunder.

2.1 Wage Determination:

The Fair Labor Standards Act (FLSA) wage determination applies for all work performed by subcontractor on-site.

2.2 Bonding

Performance Bond: Not required for this procurement at this time

Payment Bond: Not required for this procurement at this time

2.3 Site Visit

None scheduled at this time. Bidder can make a site visit at his own expense to view the site and inspect any waste



Request for Quotation

materials or site access issues. Please contact ER 24 hours in advance of any visit using the contact numbers provided to set up an appointment.

2.4 Bid Submittal and Questions

Bids and questions can be either emailed or faxed to the following contact individual/s as required. Please be advised it is the subcontractors' responsibility to ensure that question/s, if any, and bids are received-ER assumes no responsibility for lost, mis-communicated, and/or mis-mailed bid documents.

2.4 Bid Submittal

Technical Questions to:

Non responsive based on revised scope

Questions Due 48 hours Prior to Bid Due Date/Time

Submit Responses to:

Non responsive based on revised scope

Non responsive based on revised scope

Non responsive based on revised scope

Bid Due Date:

Wednesday, September 18, 2019 at 10 AM ET

Bids received after this date may be considered non- responsive.

Bid Submittal Documents:

- ☒ Completed & Signed Attachment A - Schedule of Pricing
- ☒ Completed Attachment B including W-9 and Business Class Certification
- ☒ Insurance Certificate

We are not tax exempt. Sales tax must be charged on all procurement as per state and federal laws. By submission of bid, all invoices MUST clearly show the ER Job Code and PO Number to be processed for payment.

By submission of bid, subcontractor acknowledges that it has read, understands and agrees to all terms and conditions contained within this RFQ. ER terms and conditions will hold precedence over any subcontractor terms and conditions

3.0 Subcontract Award

Bidders should note this is an EPA time-critical remedial project and that bidder availability to commence services will be considered during the evaluation process. Be advised, this RFQ does not guarantee the work will be performed, and makes no guarantee on quantities to be furnished and delivered. Actual quantities may be greater than or less than the quantity specified in the Scope of Work. The quantity estimated and utilized in this RFQ is based on the estimated quantity of material to be removed from the Site.

Environmental Restoration LLC (ER) reserves the right, without qualification, to accept or reject any and all quotations, to award a subcontract as a result of this RFQ, and to request additional clarifying information either through written information or through conferences with bidders. ER may award multiple subcontracts if deemed necessary.

3.1 Basis for Award

Award will be made to the bidder with the "best value" listed on the schedule of pricing when considering factors of total cost, terms, conditions, for each Bid Item group 1.0 to 6.0, CERCLA compliance status of the proposed TSDF, approval period and additional analytical requirements, ability to remove the material from the site, and business classification. All quotations should be submitted with the most favorable pricing and with all bid item requests completed on the schedule of pricing.



4.0 Measurement, Payment and Description of Bid Items

The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, materials and appurtenances necessary to complete the designated scope of work as listed in this RFQ. Payment will be made for each bid item based on the actual number of tons shipped from the site for disposal based on certified scale tickets per manifested load removed from the Site. Certified scale tickets per manifested load removed from the Site will be required with each invoice.

Bid Item 1.0 – Disposal of D008/D006 Soil

Cost per ton including all taxes and fees, including all fuel surcharges and environmental fees, to dispose of 0 to 1,500 tons of D008/D006 Soil in dump trailers.

Material consists of the following:

85-95% Soil

Balance of this waste stream:

Concrete (< 6")

Rocks (< 6")

Metal

Wire

Bricks

Glass

Vegetation

Tree roots/limbs

Misc Debris

All materials will be 0 to 15% debris per load.

Bid Item 2.0 – Transportation of D008/D006 Soil & Debris in dump trailers

Cost per ton including all taxes and fees, including all fuel surcharges and environmental fees, to provide transportation for 0 to 1,500 tons of D008/D006 Soil in dump trailers.

ER estimates 22 tons per load x 0-68 loads.

Bid Item 3.0 – Liners

Cost per liner including all taxes and fees, to provide 0-68 liners for the transportation of D008/D006 Soil

Bid Item 4.0 – Demurrage per Hour

Cost per hour including all taxes and fees, including all fuel surcharges and environmental fees, for demurrage per hour, after the 2 hours free loading requested by ER.

Bid Item 5.0 – TSDF Location / Approval Period / Other Information Attach separate sheets if necessary, Please provide the TSDF location / final disposal site for the waste materials listed in Bid Item 1.0 for each line item. List any approval period once the sample data is received and other information. Include any additional items or charges that maybe required by subcontractor. Include current or past CERLCA compliance information of the proposed TSDF/s if available to expedite compliance verification.

Bid Item 6.0 – Business Classification.

The subcontractor shall check all applicable business classifications that the subcontractor certifies are applicable to the subcontractors' business. More than one classification can be checked if applicable. Failure to provide information may deem bid as non-responsive.

Bid Item 7.0 – Acknowledgement and DOT Information



Request for Quotation

Bidding Vendor: _____

Schedule of Pricing Attachment A

Item	Description	\$ Per Unit	Total Price
1.0	Disposal of D008/D006 Soil Cost per ton including all taxes and fees, including all fuel surcharges and environmental fees, to dispose of 0 to 1,500 tons of D008/D006 Soil in dump trailers Maximum # of Trucks per Day? Minimum Tonnage per truck?	\$ _____ /ton x 1500 <u>Tons =</u> _____ Trucks/day _____ Tons/Day	\$ _____
2.0	Transportation of D008/D006 Soil & Debris in dump trailers Cost per ton including all taxes and fees, including all fuel surcharges and environmental fees, to provide transportation for 0 to 1,500 tons of D008/D006 Soil in dump trailers. ER estimates 22 tons per load x 0-68 loads	\$ _____ /Load x 68 <u>loads =</u>	\$ _____
3.0	Liners Cost per liner including all taxes and fees, to provide 0-68 liners for the transportation of D008/D006 Soil	\$ _____ /Liner x 68 liners	\$ _____
4.0	Demurrage per Hour Cost per hour including all taxes and fees, including all fuel surcharges and environmental fees, for demurrage per hour, after the 2 hours free loading requested by ER.	\$ _____ x 20 hours =	\$ _____
	<p style="text-align: right;">Grand Total \$ _____</p>		
5.0	Please include each intermediate receiving TSDF as well as the final receiving facility. Need to complete this data for <u>each</u> receiving TSDF to be proposed: -[attach additional sheets as necessary] TSDF Name: _____ Address: _____ Town: _____ State: _____ Zip code: _____ County: _____ Phone: _____ EPA and/or State ID#: _____ Profile/Waste Approval Period: _____		



Request for Quotation

	Additional Information: (i.e., any additional analysis requirements to obtain approval, including testing criteria, and frequency) _____ _____	
6.0	Business Classification: (Check all that apply)	Large Business <input type="checkbox"/> Small Business <input type="checkbox"/> 8(a) Business <input type="checkbox"/> Woman Owned Small Business <input type="checkbox"/> Small Disadvantage Business <input type="checkbox"/> Certified HUBZone Business <input type="checkbox"/> Service Disabled Veterans Small Business <input type="checkbox"/>
7.0	Acknowledgment and DOT Information Can bidder meet all requirements, specifications, schedule and loads per day criteria within this RFQ? ___Yes ___ No If No: Clarify your schedule requirements when submitting your bid. _____ _____ _____ Will you be self-performing this transportation? ___Yes ___No How many trucks do you own that could be available for this work? _____ How many trucks could be available to us at one time? _____ Please submit your DOT # _____ If you will be utilizing subcontractors for the transportation, please submit their: DOT # and Legal Company Name _____ _____	

Please refer to **RFQ# 3-S467-TDHS** regarding correspondence to your quotation. Any other information obtained for bidding purposes or provided herein will not be binding.

Company Name: _____

Date: _____

Submitted By: _____
[Signature]

Email: _____

Primary Contact: _____
[Print Name]

Telephone: _____

Secondary Contact: _____
[Print Name]

Telephone: _____



Environmental Restoration, LLC

ERRS Region 3

Job: 3-S467 Hazardous Soil

Due: September 18, 2019 10AM Eastern Time

Request for Quotation

Attachment B

**Insurance Requirements for Bidders Insurance Agent
and
Vendor Profile Package**



RFQ Insurance Requirements for this RFQ

Please send this form to your insurance agents so they can send a correct Insurance Certificate

Subcontractor and Tiered Subcontractors Insurance Requirements

Subcontractor agrees to provide and maintain at its own expense, insurance covering the work and all liabilities assumed under the agreement and to furnish certificates of insurance from its insurance carrier, showing that subcontractor carries insurance in the following minimum limits:

(a) Required insurance for all scopes of work:

- (i) Worker's Compensation, including coverage under United States Longshoremen's and Harbor Worker's Act where applicable, at the statutory limits for the state or states in which the Work is to be performed. Employer's Liability Insurance in the amount of \$1,000,000.
- (ii) Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage, including product liability, completed operations, independent contractors, contractual liability and, where applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.
- (iii) Automobile Public Liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including owned, rented and hired automobiles.

(b) Required insurance for specialized scope(s) of work:

- (i) Should any of the work involve **investigation, removal or remedial** action concerning the actual or threatened escape of hazardous substances, subcontractor shall also carry Contractors Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall be written on an occurrence basis with no sunset clause and provide coverage for both sudden and gradual occurrences arising from the work performed under this agreement. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than three (3) years. Such insurance shall name ER and ER's client, specified in each Purchase Order, and their subsidiaries and affiliates as Additional Insureds.

All such policies shall be in form and with insurance carriers acceptable to ER. Subcontractor will cause ER and ER's client to be designated as additional insured on all policies, except for Professional Liability, stating coverage is primary and non-contributory with any other insurance or self-insurance available to any additional insured and shall include a waiver of subrogation in favor of ER and ER's client. Subcontractor must provide ER with thirty (30) days prior written notice of cancellation or material change before cancellation or material change in the policy will be effective. The requirements contained herein as to types and limits, as well as ER's approval of insurance do not establish a limit of subcontractor's liability hereunder.



Environmental Restoration, LLC

ERRS Region 3

Job: 3-S467 Hazardous Soil

Due: September 18, 2019 10AM Eastern Time

Request for Quotation

ATTACHMENT C

Analytical